United States Court of Appeals

for the Second Circuit

INTERVENOR'S BRIEF

In The

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

75-4266

Docket Nos. 75-4266
76-4093

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO and NEW YORK SHIPPING ASSOCIATION, INCORPORATED,

Petitioners,

v.

NATIONAL LABOR RELATIONS BOARD,

Respondent.

TWIN EXPRESS, INCORPORATED and CONSOLIDATED EXPRESS, INCORPORATED, TRUCK DRIVERS UNION LOCAL NO. 807,

Intervenors.

On Petition for Review and Cross-Application for Enforcement of an Order of the National Labor Relations Board

BRIEF FOR INTERVENOR TRUCK DRIVERS UNION LOCAL NO. 807, I.B.T.

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BRIEF FOR INTERVENOR TRUCK DRIVERS LOCAL UNION NO. 807, I.B.T.

COUNTERSTATEMENT OF THE ISSUE PRESENTED

Whether substantial evidence on the record as a whole supports the National Labor Relations Board's ("Board's") findings that (1) the Petitioners, by maintaining, giving effect to, and

enforcing the contracts and agreements known as the Rules on Containers, as set forth in the International Longshoremen's Association memorandum of understanding, executed on or about February 14, 1971, and the provisions known as the Dublin Supplement, executed on or about January 29, 1973, violated Section 8(e) of the National Labor Relations Act, as amended, 27 U.S.C. (158(e), ("Act"); and (2) the ILA, by threatening to assess and by assessing liquidated damages as provided in the above described agreements, did thereby threaten, restrain and coerce the New York Shipping Association, Sea-Land Service, Inc. ("Sea-Land"), Seatrain Lines, Inc. ("Seatrain") and Transamerican Trailer Transport, Inc. ("TTT") with an object being to force those persons engaged in commerce to cease doing business with Consolidated Express, Inc. ("CEI") and Twin Express, Inc. ("Twin") in violation of Section 8(b)(4)(ii)(B) of the Act.

COUNTERSTATEMENT OF THE CASE

This case is before the Court upon the Petition of the ILA and NYSA, pursuant to Section 10(f) of the Act, 29 U.S.C. 160(f), to review and set aside an order of the Board, in banc, issued against the ILA and NYSA on December 4, 1975, pursuant to Section 10(c) of the Act, 29 U.S.C. 160(c). In its cross-application, the Board requested enforcement of its order. CEI, Twin and Truck

Drivers Local Union No. 807, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America ("Local 807") have intervened in this proceeding. The Board's decision and order is reported at 221 NLRB No. 144 (186a-206a).[1/]

STATEMENT OF FACTS

The traditional work of longshoremen has been to load and unload ships (197a) with cargo, however, contained (189a). Virtually all cargo shipped to or from the Port of New York was handled "break bulk"[2/] by steamship companies prior to the late 1940's. Since then there has been a progressive reduction in the amount of break bulk cargo aboard ships and an increased utilization of cargo containers. Containers are now used routinely to transport all types of cargo on both standard ships and those specifically designed for containers.

The pick-up, consolidation and ultimate delivery of break bulk freight is and has long been the core of the general trucking and warehousing business. Exported break bulk freight is picked up by general truckmen, at various shipper locations, consolidated into full truck loads at the truckman's warehouse and, thereafter, delivered by truck drivers to a designated pier or piers.

At the pier, the truck driver is assigned a checker who directs the driver to various locations on the pier which are clearly marked for receiving cargo destined for a particular port-of-call. The truck driver unloads the freight from his truck, at each "port

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1/ "a" references are to the printed Joint Appendix filed herein.

2/ This consists of loose cargo units that are generally loaded onto or unloaded from ships in rope slings or on wooden pallets.

mark," onto either pallets or the dock, in accordance with his checker's request. Longshoremen then handle that freight from the pallet or dock to the ship's hold. The unloading of this export freight is within the responsibility of the truck driver (660a).

Imported break bulk cargo is unloaded by longshoremen and placed onto the dock. Truck drivers, employed by general truckmen/warehousemen, are sent to a pier or piers on behalf of the consignee of the import freight. The truck driver is assigned to a checker by the pier delivery clerk. The checker directs the truck to the location on the dock where the longshoremen have placed the freight. The loading of that imported freight onto the truck is performed by the truck driver and helper, employed by the general truckmen, with the assistance of steamship or stevedoring employees. The truck driver is responsible for the loading of his truck with the imported freight (66a).

Members of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America ("Teamsters") have traditionally brought break bulk freight to and picked it up from piers within the Port of New York. Local 807 is the largest of the Teamster locals, within the City of New York, representing employees of general truckmen/warehousemen. The number of these general truckmen/warehousemen has been substantially reduced by the increased use and size of containers for import-export freight.

As a direct result of containerization 2,500 jobs covered by Local 807 labor agreements with these general truckmen/warehousemen have been lost (70a).

Although truck drivers have traditionally unloaded their own trucks, at the piers, they have been assisted, at the piers, in the loading of their trucks (62a, 71a). Until 1953 that assistance was provided by persons referred to as "public loaders." The "public loaders" were paid only by truckmen (62a, 71a). The "public loaders" were not required to be members of any labor organization (62a) In 1953 the "public loaders" were outlawed. Since then driver assistance has been provided by longshoremen paid by a stevedoring or steamship company, under the direction of truck drivers (66a).

During February, 1958 the ILA announced to the transportation industry that it would thereafter perform the loading and unloading of break bulk waterborne freight onto and off trucks at piers within the Port of New York. The ILA's claim to this traditional teamster work was, ironically, based upon the terms of a, then, recently negotiated agreement between itself and the NYSA. Local 807, immediately, picketed the Port of New York piers in protest of this early ILA attempt to acquire traditional teamster work. The dispute was quickly settled by the ILA's agreement to return to the standards and practices that had historically existed on the waterfront: (1) teamsters unloaded the trucks, (2) ILA assisted teamsters in the loading of trucks and (3) ILA loaded and unloaded shipboard cargo and moved same within the confines of the pier (66a-67a). These same jurisdictional standards and practices have continued

to be respected by both the ILA and Local 807 since the settlement of that 1958 dispute.

Hasman & Baxt, Inc. ("Hasman & Baxt") had a collective bargaining relationship with Local 807 for more than 25 years covering all its truck drivers, helpers and warehousemen (71a). It specialized in import-export brokerage, general trucking and warehousing. The Hasman & Baxt warehouse was used for the storage of freight picked up days or even weeks prior to the scheduled sailing date of the ship. All of the cargo received by Hasman & Baxt was consolidated in the warehouse for delivery to a designated ship (71a-72a). Hasman & Baxt was only one of many general truckmen and warehousemen engaged in this import-export business (72a).

During the late 1940's Valencia-Baxt Express, Inc. ("Valencia-Baxt") began an express service operation between San Juan and New York City. Valencia-Baxt used 7 foot containers known as "dravo" boxes (72a). This type of service merely expedited the traditional import-export operation performed by Hasman & Baxt.

This consolidation of single lots of freight destined for San Juan was performed at the Hasman & Baxt warehouse. The "dravo" box container was delivered to the pier with a single dock receipt, a single bill of lading and a single consignee (72a). These single lot shipments resulted from the consolidation of individual pick-ups made by Hasman & Baxt drivers with other freight received at the Hasman & Baxt warehouse from outside truckmen (72a-74a). The freight loaded into these containers was both from

single and multiple shippers (74a-75a). These containers were loaded by Hasman & Baxt warehousemen represented by Local 807. The full container was delivered to the piers by Hasman & Baxt drivers, represented by Local 807, for shipment to San Juan (72a-75a). These containers were never stripped and reloaded by ILA labor (75a).

Similarly, the Valencia-Baxt service from San Juan to New York City, during the late 1940's, involved container shipments and the pick-up of loaded (single and multiple shipper) containers from the piers by Hasman & Baxt drivers, represented by Local 807, for delivery to Hasman & Baxt's warehouse at 228 South Street. This San Juan-New York container was shipped on a single bill of lading to a single consignee (Valencia-Baxt). The contents of the container were unloaded by Hasman & Baxt warehousemen, represented by Local 807, and stored in its warehouse pending delivery to Valencia-Baxt customers (73a-74a). On some occasions the contents would be reloaded immediately, at the 228 South Street warehouse, onto Hasman & Baxt trucks for delivery by Hasman & Baxt drivers, represented by Local 807, to Valencia-Baxt customers (74a).

Hasman & Baxt performed three major business operations. First, it acted as a broker and general freight forwarder on behalf of shippers and consignees. Second, it provided a platform service for the consolidation of LTL freight into containers for Valencia-Baxt. Thirdly, Hasman & Baxt performed all the necessary trucking services related to both its freight forwarding business and that of Valencia-Baxt (102(a).

Hasman & Baxt continued to perform all these operations from 228 South Street until it sold its warehousing and trucking business to U.S. Trucking Corp. ("UST") during December 1961 (102a). Thereafter, Hasman & Baxt continued as a broker and UST performed all of the other, former, Hasman & Baxt operations. The drivers, helpers and warehousemen, formerly employed by Hasman & Baxt, continued to perform the identical work as employees of UST. Also, they continued to be represented by Local 807 (103a).

Shortly after UST acquired the trucking and warehouse assets of Hasman & Baxt, UST's Assistant Vice President, Percy Marcus, was visited by representatives of the ILA who claimed that only ILA members should perform the platform work at 228 South Street. A second demand for the work in loading and unloading the New York-San Juan containers by ILA members was made on July 31, 1962. A third demand was made on August 1, 1962. Immediately following the third rejection by UST a picket line was put up around the South Street warehouse (104a). When Local 807 was advised of this picketing its Vice President, Joseph F. Mangan, went to 228 South Street and inquired of the ILA delegate regarding the purpose of the picketing. Mangan was told that pier work was dropping off and that the ILA was looking for jobs. The ILA wanted to put an ILA clerk, checker and a couple of ILA platform men to work at the 228 South Street warehouse (106a-110a). Mangan advised the ILA delegate that Local 807 would not recognize the pickets and would continue to perform all the work at the South Street warehouse(67a).

Thereafter, the ILA removed the pickets and Valencia-Baxt containers continued to be loaded and unloaded at 228 South Street, as well as delivered to and received by the piers without rehandling (104a).

During 1965 all of the New York City assets and liabilities of Valencia-Baxt were acquired by CEI. The formation of CEI was a direct outgrowth of a dispute among the owners of Valencia-Baxt as to what the focus of their business should be. On the one hand, shareholders Rudolfo Catinchi and Roy Jacobs were vigorously committed to continuing the Mainland-Puerto Rico consolidation business and, on the other Alphonso and Wallace Valencia were primarily concerned with the intra-island trucking business in Puerto Rico (772a-774a). To resolve the dispute Valencia-Baxt gave up to CEI: (1) all of its New York City assets and liabilities, including physical assets, customer lists and lease obligations; (2) the Puerto Rico assets and liabilities directly related to the consolidation business and (3) agreed to CEI's adoption of Valencia-Baxt's NVOCC tariff with the Federal Maritime Commission. In return, Catinchi and Jacobs surrendered all their stock in Valencia-Baxt (780a, 784a).[3/] Included in the Valencia-Baxt liabilities assumed by CEI was a lease with United States Truck Leasing to provide trucks for various purposes at CEI's (formerly Valencia-Baxt's) facility in New York City (781a-784a).[4/] Associated with this assumed lease was an agreement

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3/ See also CEI Exhibit "P-6" (527a).

4/ See also CEI Exhibit "P-7" (541a-545a).

with UST that UST would provide Valencia-Baxt with platform personnel for the loading and unloading of containers, and truck drivers for the pick-up and deliveries of loaded containers to and from waterfront facilities (105a, 785a). The truck drivers and platform men that performed this work for Valencia-Baxt and CEI were members of Local 807 (105a, 785a). In August, 1973 CEI and UST terminated their agreement and CEI started, and has continued, to maintain a direct labor agreement relationship with Local 807 (526a, 726a-727a). CEI discontinued using the South Street facility and the loading and unloading of containers was, thereafter, performed at a West 54th Street, Manhattan, terminal or in Maspeth, Queens (105a).

During 1965 Joseph Adams, President of UST, notified Joseph F. Mangan, then President of Local 807, that the ILA was holding up CEI containers at Sea-Land and Seatrain and that this could be stopped if UST signed an ILA contract covering the West 54th Street terminal. There were about 20 UST employees at that terminal represented by Local 807. Adams was warned by Mangan that UST had better not sign with the ILA. Adams approached Mangan on several other occasions regarding periodic ILA harassment. Mangan always took the position that CEI's operation was traditional Teamster work (68a).

The 1968 ILA contract contained specific rules which required the loading and unloading of all LTL (less than trailer load) or LCL (less than container load) containers to be loaded and unloaded at ILA-manned waterfront facilities. Local 807 requested

a meeting between ILA and Teamster representatives. Two meetings were held, one in New York City and the other in Washington, D.C. No agreement was reached at either meeting sanctioning the ILA's enforcement of the container rules (69a-70a). The only container agreement between the ILA and Teamsters recognizes the Teamster jurisdiction to load and unload LTL containers outside the compound and the ILA's jurisdiction to compete for this work within the compound (112a). Except for isolated incidents the Teamsters and ILA complied with this understanding until the ILA's application of the Dublin interpretation of the container rules. 5/

During February, 1973 Sea-Land, Seatrain and TTT began to strip and restuff CEI containers. During March, 1973, Sealand and Seatrain discontinued making trailer deliveries to CEI. CEI obtained "foreign" trailers which it loaded and delivered to TTT, but they were stripped and restuffed at TTT's pier facility (151a, 765a-767a). As a result of CEI's inability to utilize the ships of Sealand or Seatrain and the delays, breakage and loss rates incurred with the stripping and restuffing by TTT, the quality of service which CEI could render its customers was substantially reduced. Business deteriorated which resulted in a lay-off of Local 807 warehousemen and drivers performing CEI's work.

5/ In accordance with Interpretation 1.6(a) of a resolution adopted on January 29, 1973 by the CONASA-ILA Container Committee, Sealand, Seatrain and TTT were precluded from supplying their containers to CEI (522a).

Containerization severly modified the physical handling of freight throughout the entire transportation industry. The multiple handling of freight between the shipper's door and the consignee's platform has been virtually eliminated. Generally speaking freight, as such, is now rarely touched by truck drivers, railroad employees or longshoremen. The ILA and NYSA would have this Court believe that only longshoremen have been adversely affected by the "container revolution." Their perspective is myopic and their contention is without factual support.

Local 807, alone, has lost a minimum of 2,500 job opportunities for its membership as a direct result of containerization (70a). Break bulk freight that had customarily come into the metropolitan New York City area, from points across the nation, for consolidation and delivery to piers within the Port of New York, by general warehousemen/truckmen, has been substantially eliminated. Much of this freight, whether shippers loads or LTL is now loaded into containers at or near its point of origin and moved across country without subsequent handling by truck drivers, helpers, warehousemen, railroad employees or longshoremen.

The basic direction of the transportation business toward containerization was set in the late 1940's, almost twenty years before the ILA became sensitized to its adverse affects. The ILA and NYSA admit that the ILA <u>always</u> permitted containers in the coastwise and intercoastal trade to move freely without rehandling by longshoremen. Containers loaded with household goods and U.S.

mail was never subject to rehandling nor were manufacturers and shippers loads, which alone, account for 80% of the containers moving through the Port of New York (91a). The only container work that is left is LTL within a 50 mile radius of the Port, and that work has been historically done by general truckmen/warehousemen in this area (61a-76a, 102a-111a).

The consolidation work being performed by CEI and Twin has historically been done by general warehousemen/truckmen (74a). The affidavits of Messrs. McCarthy and Marcus clearly show that the ILA's introduction into the loading and unloading of containers destined to or from Puerto Rico, at Shed #290, was long after that of both Hasman & Baxt and Puerto Rican Express, Inc. ("PRE") and neither Valencia-Baxt nor UST ever used Shed #290 for the consolidation of LTL freight destined for Puerto Rico. The containers used by Valencia-Baxt were loaded and unloaded by Teamster labor and were not rehandled by longshoremen. Prior to January 29, 1973 the containers used by Hasman-Baxt, Valencia-Baxt or CEI were not rehandled by longshoremen, except for a few isolated instances during negotiation sessions between the ILA and NYSA (74a-76a, 104a-105a, 111a).

ARGUMENT

THE OBJECTIVE OF THE RULES ON CONTAINERS AND THEIR DUBLIN INTERPRETATION WAS TO OBTAIN WORK TRADITIONALLY PERFORMED BY TEAMSTERS

Local 807 intervened in this proceeding in support of the Board's decision and order and to advise this Court of the reasons for its objection to the ILA-NYSA adoption of the Rules on Containers and their Dublin interpretation and the ILA's enforcement thereof.

The off-pier consolidation of break bulk export freight has been performed by general truckmen/warehousemen for over 50 years (64a-65a) and the off-pier consolidation of export freight into boxes and containers by general truckmen/warehousemen (employing non-ILA labor) has existed for over 25 years (72a-74a). Instead of the "surge of growth" found by Administrative Law Judge Arnold Ordman (167a) the work opportunity for these off-pier consolidators has been substantially reduced as a direct result of containerization (70a).

During the early days of containerization (1940's) employees of Hasman & Baxt and PRE loaded boxes and containers going southbound between New York City and San Juan and brought them to the piers for direct loading aboard ship. These same general truckmen/warehousemen picked up northbound boxes and containers, at the piers, from San Juan and brought them back to their respective warehouses for shipping and distribution to the consignees of the

freight. These containers contained both LCL and "straight loads" of freight (74a-75a).

The first NYSA member entered into the business of consolidating LCL freight in 1957, more than a quarter-century after the general truckmen/warehousemen and almost a decade after Hasman & Baxt and PRE began to containerize freight being shipped between New York City and San Juan (85a-86a). As a result of the NYSA's entry into the consolidation business in 1957 the 1959 labor agreement between the ILA and NYSA contained Section 8(c) limiting the right of NYSA members to subcontract their LCL container work (209a). The Shed #290 work could be subcontracted off the piers, but only to other ILA labor at longshore rates.[6/] Section 8(c) requires ILA labor to be employed to load or discharge containers at NYSA member terminals or "through direct contracting out." A correct interpretation of Section 8(c) is especially important since there is absolutely no record evidence that CEI or Twin received subcontracted work from NYSA members (113a). The disputed work of CEI and Twin was being generated by the direct employers of Teamster members. They are customers of Sea-Land, Seatrain and TTT.

6/ All parties now agree that any LCL work performed off the piers by consolidators must be performed by non-ILA labor (113a, 119a-120a).

Prior to the ILA-NYSA agreement containing the Rules on Containers the ILA made it clear to Local 807 that its object was to acquire the off-compound consolidation work traditionally performed by CEI and its predecessors. The ILA's early efforts (1961-67) involved occasional threats and harassment of off-compound consolidators employing Local 807 labor (67a-68a, 103a-104a, 106a-110a). When "muscle" did not accomplish the ILA's objective their tactics changed via the Rules on Containers. For the first time there were specific rules adopted by the ILA-NYSA requiring all off-compound consolidation work, originating or destined within a 50 mile radius of the port in which the container is either loaded aboard or discharged from a vessel, to be performed by ILA labor. Violation of these Rules subjected NYSA members handling the containers to a fine of $250.00. This was increased to $1,000.00 in 1970.

As a result of reports from general truckmen/warehousemen under contract with Local 807 that the ILA was threatening to enforce the 1968 Rules on Containers, Teamsters sought a meeting between officials of the two labor organizations to discuss these threats. At these meetings, Thomas W. Gleason, ILA President, claimed a right to stuff and strip all LCL containers originating or destined within a 50 mile radius of the Port of New York. No Teamster ever agreed with Gleason's claim (68a-70a). During 1974

the respective container jurisdiction between these two labor organizations was reaffirmed in a telegram to Local 807 from Frank E. Fitzsimmons (IBT President).[7/]

The ILA's enforcement of the Rules on Consolidation has the effect of causing off-compound consolidators to cease their operations or move their facilities to the piers and employ ILA labor. The record clearly shows that Teamster labor has been performing off-pier container work for more than 25 years and that the work at issue was never performed by ILA labor; hence, it cannot be "reacquired" or "recaptured." American Boiler Manufacturers Association v. NLRB, 404 F. 2d 547 (8th Cir. 1968). Any reliance upon the American Boiler decision, given the facts in this case, is totally misplaced. Neither CEI nor Twin "siphoned" away work which NYSA members had traditionally performed in the past. The work in controversy has been generated by CEI and Twin and their employees. Accordingly, the Rules on Containers and the Dublin interpretation thereof were addressed to the labor relations of CEI and Twin and their employees rather than those of NYSA members vis-a-vis their own employees. The ILA's conduct, and its

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7/ "In response to your inquiry it is the understanding between the ILA and the IBT regarding containerization that the loading and unloading of LTL containers within a compound comes within the jurisdiction of the ILA. When LTL containers are loaded or unloaded outside the compound that work falls within the traditional jurisdiction of the IBT" (112a).

container rules agreements with NYSA were tactically calculated to satisfy ILA objectives elsewhere than with its labor relations with NYSA members. The record simply does not support a conclusion that the ILA "relinquished," "surrendered" or "yielded" some of its work history to the Teamsters. The facts show Local 807's off-pier consolidation of LCL freight significantly predates ILA performance of either on or off-pier consolidation work (61a-76a, 85a-86a, 102a-112a).

In National Woodwork Manufacturer's Association v. NLRB, 386 U.S. 612 (1967), the Supreme Court permitted the contractual protection of a "work tradition." It is the preservation of your own work not the taking of anothers that is protected. Enforcement of the Rules on Containers and the Dublin interpretation caused customers of CEI and Twin to discontinue their long term relationships. Neither CEI or Twin could obtain containers from Sealand or Seatrain and without those containers CEI and Twin could not utilize their services. Furthermore, the "foreign" containers supplied to CEI by TTT were, being stripped and stuffed by the ILA at TTT's facility. Enforcement of these Rules was designed to put CEI and Twin out of their traditional business and acquire this work for NYSA members employing ILA labor.

The traditional work of the ILA has been to load and unload ships not the stuffing and stripping of containers. In

California Cartage[8/] the Board held that a container is as much a part of a truck or train as it is a ship. The ILA's concern that containerization has had a substantial impact upon the amount of employment available to its membership is both understandable and respected by Local 807. However, the Teamsters have steadfastly refused to permit longshoremen from acquiring traditional Teamster work. The independent work history and status of the consolidators in the instant proceeding makes the Board's holding in California Cartage clearly applicable to the facts in this case. The Board found in California Cartage that the International Longshoremen's and Warehousemen's Union ("ILWU") could not lawfully require vessel-owning carriers to have all of their LCL containers loaded and unloaded at ILWU facilities, even though the stuffing and stripping was performed under a direct contract between the consolidators and the shipping company. In the instant case CEI and Twin are clearly not subcontractors but independent non-vessel owning common carriers who merely utilize the services of NYSA members in their capacity as vessel owning common carriers. The independent status of CEI and Twin is acknowledged by ILA President Gleason (119a-120a).

8/ 219 NLRB No. 112(1975), sub nom Pacific Maritime Assn. v. NLRB, (D.C. Cir. 1975), denied petition to review, 515 F. 2d 1017, 1018.

The ILA conduct toward CEI and Twin is consistent with that in U.S. Naval Supply Center[9/] where the Board found that the ILA violated Section 8(b)(4)(i)(ii)(B) as a result of the pressure applied to steamship lines and stevedoring companies that accepted containers stuffed or stripped by non-ILA civilian employees at the Naval Supply Center. The ILA actively sought to have the Naval Supply Center employees replaced by ILA members shortly before the 8(b) proceeding was initiated. The mechanism for the ILA's demand was the Rules on Containers. The Board found that the loading and unloading of containers at the Naval Supply Center was not historically performed by persons under an ILA contract and that the ILA threats to the steamship and stevedoring companies of fines, for each container received from the Naval Supply Center, violated the Act. The ILA's claim for the loading and unloading of break bulk freight and containers within the Naval Supply Center on the pretext that the ILA had a parallel work history at the commercial terminals in the Ports of Hampton Roads, Virginia.

The ILA has attempted to distinguish their conduct in the U. S. Naval Supply Center case from what took place with Twin and CEI. However, the distinction is one of kind and not substance. The object of the ILA in both cases has been "to acquire the work which traditionally has been performed by employees in other work units"(198a).

9/ International Longshoremen's Association, Local 1248, AFL-CIO (U.S. Naval Supply Center), 195 NLRB 273 (1972).

CONCLUSION

For the reasons stated above, Local 807 respectfully submits that the joint petition for review should be denied and the Board's order should be enforced in full.

Respectfully submitted,

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I hereby certify that two copies of this Brief were served this 23 day of February, 1976 by first class mail upon the following:

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